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6 Attorney for Plaintiffs
6 MARSHALL LOSKOT
7 and YVONNE WILLIAMS

8 UNITED STATES DISTRICT COURT

9 NORTHERN DISTRICT OF CALIFORNIA

10 MARSHALL LOSKOT; and YVONNE) **CASE NO. CV-12-5549-KAW**
11 WILLIAMS,)
12 Plaintiffs,) **STIPULATION OF DISMISSAL and**
13 v.) **~~[PROPOSED]~~ ORDER THEREON**
14 EL CERRITO GALLERIA; CAROLYN)
15 GAN, Trustee of THE TRUST of PAUL)
15 GAN and CAROLYN GAN, dated)
16 12/16/91; DEANNA MICHELLE GAN;)
16 KRISTIN A. GAN; TERESA GAN)
17 HAVTON; SANDRA COLLEEN GAN;)
17 INDER P. PAHWA; and SATINDER K.)
18 PAHWA,)
19 Defendants.)
20 _____)

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22 Plaintiffs MARSHALL LOSKOT and YVONNE WILLIAMS, and defendants INDER P.
23 PAHWA and SATINDER K. PAHWA, by and through their attorney of record and/or
24 respectively, hereby stipulate to dismiss this action in its entirety without prejudice pursuant to
25 Fed.R.Civ.P.41(a)(2). Outside of the terms of the Settlement Agreement and Releases In Full
26 ("Agreement") herein, each party is to bear its own costs and attorneys' fees. The parties further
27 consent to and request that the Court retain jurisdiction over enforcement of the Agreement.

1 See Kokonen v. Guardian Life Ins. Co., 511 U.S. 375 (1994) (empowering the district courts to
2 retain jurisdiction over enforcement of settlement agreements).

3 Therefore, IT IS HEREBY STIPULATED by and between Plaintiffs MARSHALL
4 LOSKOT and YVONNE WILLIAMS, and defendants INDER P. PAHWA and SATINDER K.
5 PAHWA to this action through their designated attorney and/or respectively that the above-
6 captioned action become and hereby is dismissed without prejudice pursuant to Federal Rules of
7 Civil Procedure 41(a)(2).

8 This stipulation may be executed in counterparts and have the same force and effect as
9 though all signatures are on the same and/or consecutive pages. Photocopies and facsimile shall
10 have the same force and effect as originals.

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12 Dated: September 17, 2015

THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION

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By: /s/ Thomas E. Frankovich
Thomas E. Frankovich

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Attorney for MARSHALL LOSKOT; and
YVONNE WILLIAMS

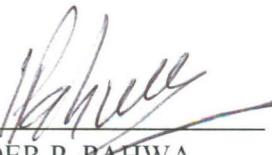
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INDER P. PAHWA

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Dated: 9/21/15, 2015

By: 
INDER P. PAHWA

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Dated: 9/21/15, 2015

SATINDER K. PAHWA

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By: 
SATINDER K. PAHWA

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1 **[PROPOSED] ORDER**

2 IT IS HEREBY ORDERED that this matter is dismissed without prejudice pursuant to
3 Fed.R.Civ.P.41(a)(2). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for
4 the purpose of enforcing the parties' Settlement Agreement and General Release should such
5 enforcement be necessary.

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8 Dated: 9/25, 2015


HONORABLE KANDIS A. WESTMORE

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10 United States Magistrate Judge of California

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